

**BLANKET PURCHASE ORDER
STATE OF MARYLAND**

BPO NO: 001B4400313

***** STATE OF MARYLAND *****

PRINT DATE: 03/18/15

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1520748849
ACME PAPER & SUPPLY CO INC
PO BOX 422
8229 SANDY CT
SAVAGE, MD
(800) 462-5812

20763-0422

REFER QUESTIONS TO:

CATHERINE SEILER
(410) 767-6056
CATHERINE.SEILER@MARYLAND.GOV

ITB:

EXPR DATE: 04/30/15
POST DATE: 12/18/13

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

CONTRACT MODIFICATION 2 (3/18/15): THIS CONTRACT HAS BEEN EXTENDED THROUGH APRIL 30, 2015 UNDER THE EXISTING TERMS, CONDITIONS, AND PRICING.

CONTRACT MODIFICATION 1 (12/12/14): THIS CONTRACT HAS BEEN EXTENDED THROUGH MARCH 31, 2015 UNDER THE EXISTING TERMS, CONDITIONS, AND PRICING.

VENDOR TELEPHONE NO: 410-792-2333

STATEWIDE CONTRACT FOR
COMPOSTABILITY DISPOSABLE FOOD SERVICE PRODUCTS

CONTRACT PERIOD: JANUARY 6, 2014 THRU APRIL 30, 2015

THIS IS THE FINAL RENEWAL OPTION FOR AN ADDITIONAL ONE (1) YEAR PERIOD AT THE SAME TERMS AND CONDITIONS.

RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE AND THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT.

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TERMS (cont'd):

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

PROCESSING FEE:

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

THE PROCESSING FEE SHALL BE SUBMITTED TO THE FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$5,000 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

INDEFINITE DELIVERY CONTRACT FOR SUPPLYING STATE AGENCIES WITH THEIR NEEDS FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$2,500 OR LESS.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

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TERMS (cont'd):

TERMS AND CONDITIONS:

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DELIVERY SHALL BE MADE WITHIN SEVEN (7) WORKING DAYS AFTER RECEIPT OF ORDER.

ALL DELIVERIES SHALL BE F.O.B. DESTINATION ONLY.

THE VENDOR WILL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND DELIVERY CHARGES. BID PRICES MUST INCLUDE THESE CHARGES.

ALL ORDERS WILL BE SHIPPED AND BILLED DIRECT TO EACH AGENCY. AGENCY AUTHORIZED AGENTS (AGENCY BUYERS) WILL BE REQUIRED TO ISSUE WRITTEN OR FAXED PURCHASE ORDERS TO THE SUCCESSFUL VENDOR(S). TELEPHONE ORDERS MUST BE FOLLOWED UP WITH ISSUANCE OF PURCHASE ORDER WITHIN 48 HOURS.

THE MINIMUM DELIVERY SHALL BE NOT LESS THAN \$500.00 ON ANY ITEM OR COMBINATION OF ITEMS.

ON ORDERS UNDER \$500.00 PER SINGLE DELIVERY THE VENDOR MAY ELECT TO ADD A DELIVERY CHARGE NOT TO EXCEED THE ACTUAL DELIVERY COSTS INCURRED BY THE VENDOR. THE DELIVERY COSTS SHALL BE ADDED TO THE INVOICE AS A SEPARATE LINE ITEM.

PRICE ESCALATION/DE-ESCALATION:

UPON WRITTEN REQUEST TO THE PROCUREMENT OFFICER, PRICE ESCALATIONS WILL BE CONSIDERED AT THE TIME OF EACH RENEWAL AND SHALL BE BASED ON THE PERCENTAGE CHANGE IN THE U. S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS (BLS) PRODUCER PRICE INDEX (PPI) FOR PACKAGING PRODUCTS FROM PLASTICS, NUMBER WPU 072A, NOT SEASONALLY ADJUSTED, FOUND AT WWW.BLS.GOV/PPI/. SHOULD THE SPECIFIED PPI BE ELIMINATED OR UNAVAILABLE BY BUREAU OF LABOR STATISTICS, THE DEPARTMENT OF GENERAL SERVICES WILL SELECT A COMPARABLE SERIES IDENTIFICATION NUMBER OR INDEX TO SUBSTITUTE.

VENDOR MUST INCLUDE THE 9 DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR COMPOSTABILITY MATERIALS.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0016	64021-003004	CS	55.0000
CUP, COMPOSTABLE 4 OZ HOT/COLD 1000 PER CASE BRAND/CODE: INTERNATIONAL, SMRE4 CASE/PACK: 1000			
0017	64021-240108	CS	68.0000
CUPS, COMPOSTABLE 8 OZ HOT DRINKS BRAND/CODE: INTERNATIONAL PAPER COMPANY, SMRE-8 1000 PER CASE			
0018	64021-240109	CS	62.0000
CUPS, COMPOSTABLE, 9 OZ. COLD DRINKS, 1M/CS. BRAND/CODE: FABRIKAL, GC-90F CASE PACK: 1000 PER CASE			
0019	64021-240110	CS	75.0000
CUPS, COMPOSTABLE, 10 OZ. FOR HOT AND COLD DRINKS, 1M/CS. BRAND/CODE: INTERNATIONAL, SMA-10 CASE/PACK: 1000			
0020	64021-261112	CS	120.0000
CUPS, SQUAT FOOR CONTAINER COMPOSTABLE, 12OZW/SNAPON LID BRAND/CODE: INTERNATIONAL, DFRE-12 CASE/PACK: 1000			
0021	64021-621106	CS	42.5000
BOWLS, COMPSTABLE 6 OZ. SIZE. 1M/CASE			

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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BRAND/CODE: BO6-SC-U6 CASE, PACK: 1000

0022	64021-621105	CS	90.0000
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BOWLS, (SQUAT BOWL) COMPOSTABLE 8OZ. SIZE 1000/CASE, WHITE

BRAND/CODE: INTERNATIONAL, DFRE8 CASE/PACK: 1000

0023	64021-621112	CS	47.0000
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BOWLS, COMPOSTABLE 12 OZ., 1M/CS

BRAND/CODE: BRIDGEGATE, BEW-12B CASE/PACK: 1000

0024	64021-651106	EA	35.0000
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PLATES, COMPOSTABLE SMOOTH FINSH 6" DIAMETER, 1000/CS. WHITE

BRAND/CODE: BRIDGEGATE, BEW-06 CASE/PACK: 1000

0025	64021-651109	CS	34.0000
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PLATES, COMPOSTABLE 9" DINNER, WHITE, 500/CS.

BRIDGE/CODE: BRIDGEGATE, BEW-09 CASE/PACK: 1000

0026	64021-270608	CS	24.0000
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LIDS, SNAP ON, 8 OZ.CUP , 1M/CS.COMPOSTABLE

LIDS MUST BE CERTIFIED BY THE BIODEGRADABLE PRODUCTS INSTITUTE, OR EQUIVALENT FOR COMMERICAL COMPOSTABILITY; OR APPEAR ON THE CEDAR GROVE ACCEPTED ITEMS LIST

BRAND/CODE: INTERNATIONAL, LHRL-8 CASE/PACK: 1000

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LINE #	STATE ITEM ID	U/M	UNIT COST
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0027	64021-270610	CS	25.0000
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LIDS, SNAP-ON FOR 10 OZ. CUPS, 1M/CS. WITH CERTIFICATION

LIDS MUST BE CERTIFIED BY THE BIODEGRADABLE PRODUCTS INSTITUTE, OR
EQUIVALENT FOR COMMERCIAL COMPOSTABILITY; OR APPEAR ON THE CEDAR
GROVE ACCEPTED ITEMS LIST

BRAND/CODE: INTERNATIONAL, LHRL-10 CASE/PACK: 1000

0028	64021-261110	CS	72.0000
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LIDS, SNAP ON 12 OZ. USED FOR 8 OZ. SQUAT BOWLS

LIDS MUST BE CERTIFIED BY THE BIODEGRADABLE PRODUCTS INSTITUTE, OR
EQUIVALENT FOR COMMERCIAL COMPOSTABILITY; OR APPEAR ON THE CEDAR
GROVE ACCEPTED ITEM LIST

BRAND/CODE: INTERNATIONAL, LFTH-16 CASE/PACK: 1000

0029	64021-270600	CS	70.0000
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LIDS, SNAP-ON MUST FIT 12 OZ SQUAT BOWL AND BE COMPOSTABLE

LIDS MUST BE CERTIFIED BY THE BIODEGRADABLE PRODUCTS INSTITUTE, OR
EQUIVALENT FOR COMMERCIAL COMPOSTABILITY; OR APPEAR ON THE CEDAR
GROVE ACCEPTED ITEM LIST

BRAND/CODE: INTERNATIONAL, LFRH012 CASE/PACK: 1000

0030	64021-261105	CS	37.5000
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LIDS, SNAP ON 9 OZ. USED FOR 9 OZ. COLD CUP

LIDS MUST BE CERTIFIED BY THE BIODEGRADABLE PRODUCTS INSTITUTE, OR
EQUIVALENT FOR COMMERCIAL COMPOSTABILITY; OR APPEAR ON THE CEDAR
GROVE ACCEPTED ITEM LIST

BRAND/CODE: FABRIKAL, LGC12/20 CASE/PACK: 1000

END OF ITEM LIST

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TERMS (cont'd):

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

- (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE:

OR

- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ACTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUATION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT

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OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE
ENFORCED AGAINST THE STATE OF MARYLAND.

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AUTHORIZED BY: Catherine Seiler **DATE:** 3/18/15
BUYER AUTHORIZED DESIGNEE